

Attachment 13

Community Mitigation Agreement

## COMMUNITY AGREEMENT

This Community Agreement is made this 16th day of September, 1996, by and between the Environmental Concerns Association ("ECA") and Environmental Disposal Systems, Inc., a Michigan corporation ( hereinafter "EDS" shall refer to Environmental Disposal Systems, Inc. or any successor or assign). This agreement has been mediated through the services of Mr. R. Rao Cherukuri, P.E., a panel member of the American Arbitration Association, Southfield, Michigan.

Where as, EDS is applying to the State of Michigan's Department of Environmental Quality ("MDEQ") and to the United States Environmental Protection Agency ("EPA") for permits and authorizations necessary to construct and operate a hazardous wastewater Treatment, Storage and Deepwell disposal Facility on Citrin Drive in Romulus, Michigan (the "Facility") as located on Figure 1. Figure 1 also shows the ECA membership eligibility area for purposes of this agreement.

Where as, ECA desires to have EDS conduct the Facility's operations in a safe and legal manner that will not impact its members and their residential properties.

Where as, EDS desires to assure ECA that the Facility's operations will be conducted safely and will therefore not impact ECA's member's and their residential properties.

Where as, ECA desires that EDS agree to certain restrictions and promises set out below:

Now, Therefore, it is mutually agreed by the parties as follows:

1. No part of this agreement, nor the agreement in it's entirety, shall prevent ECA or any of it's members from participating in the EPA and MDEQ permitting processes including the PA 451 Site Review Board hearings to discuss the EDS Facility and recommend additional operating restrictions or to address any other issues of concern to any ECA member.
2. EDS shall incorporate this agreement into it's EPA and MDEQ permits including the PA 451, Part 111 permit, if issued, to the extent allowed by the EPA and the M.D.E.Q. To the extent that any agreement item is not allowed into the final permit(s), EDS will conform to that agreement item as long as it is not in violation of any law or regulation.
3. Conditions of this Agreement apply starting when all necessary permits are obtained and the Facility commences operations, and shall cease when the Facility is no longer in operation accepting wastewaters for disposal.

4. Community Relations Committee - EDS will form a Community Relations Committee ("CRC") to be made up of one representative from EDS, and up to seven members signatory to ECA petitions from neighborhoods near the Facility site, living in Romulus or Taylor. The purpose of the CRC will be to:

- \* Provide information to the community regarding the operations of the EDS Facility;
- \* To review all environmental monitoring data required as part of the EPA and MDEQ permit(s);
- \* Provide input and monitor the science programs that are developed in the local schools as further described below;
- \* Monitor the EDS Employment and Hiring Goal as described below;
- \* To discuss and resolve community questions and potential concerns regarding the EDS Facility.

The CRC will meet at the EDS Facility at scheduled times at least quarterly during regular business hours to review the EDS operations. CRC members will be notified in writing of the meeting dates and times by EDS.

The CRC will have access to all environmental monitoring data and reports as required by EDS's permit(s), if obtained.

Any concerns held by the CRC or any of it's members may be reviewed directly with the appropriate federal or state agency at any time.

5. Employment and Hiring Goal : EDS will give priority, in hiring personnel, to those living closest to the Facility who have the required experience and qualifications. EDS will adopt a goal of having 50% of all its Facility's employees living within Romulus and adjacent cities north, northeast, and east of the Facility.

6. Wastewater Restrictions: EDS agrees to restrict it's Facility's operation to not inject ignitable, explosive, radioactive or regulated PCB containing wastes. All other wastewaters to be accepted shall be limited to those allowed by permit only.

7. An Environmental Auditor selected by ECA, or a host City if preferred by ECA, will inspect EDS' Facility's records on a random basis to confirm that EDS is in full compliance with its permits. Such audit expense shall not exceed other reasonable fees charged by comparable environmental auditors, and shall be invoiced to EDS by the ECA in a detailed statement of services. This audit time shall not exceed twenty (20) hours per month. The Facility shall be open to reasonable inspection by public members or any inspectors at anytime to confirm that EDS is in full compliance with the provisions of the permits.

8. Operating Hours: Injection of wastewater into the Citrin Drive Facility Deepwell(s) shall be limited to take place between 6:00 a.m. and 10:00 p.m.
9. Mandatory Truck Route: There shall be restrictions on the mandatory truck route delivering wastewater as follows: I-94 to Middlebelt Road, south to Wick Road, east to Inkster Road, north to Citrin Drive, west to the Facility entrance. The mandatory truck route shall be strictly enforced. Only trucking companies whose names are on the transporter list approved by EDS shall be allowed access to the Facility and all such transporters will be properly licensed, insured, bonded and will have satisfactory safety records. All truck drivers shall be provided written instructions regarding the mandatory truck route.
10. Manifests: All wastewater shipments to the Facility will be manifested with copies to the USEPA, the MDEQ and the Independent Auditor. All wastewater shipments will require Facility approval prior to shipment and all shipments will be scheduled for arrival and laboratory tested after arrival at the Facility, but before unloading, to confirm that the shipments are, in fact, the shipments expected.
11. Restrictions On Operations:
- a. EDS shall enclose all wastewater storage tanks, filters and pumps inside a building and shall construct same pursuant to applicable environmental regulation requirements. If wastewater is delivered to the Facility in trucks, the trucks shall unload inside an enclosed building. If wastewater is to be delivered to the Facility in rail cars they shall unload inside a building.
  - b. To avoid potential noise pollution at the Facility: (1) trucks and rail cars shall operate within MISHA, OSHA and all other applicable County, State and Federal guidelines or requirements for noise levels; and, (2) pumps shall be enclosed in a building, and the pumps and their enclosures shall meet applicable Federal, State, County, and City decibel limitations.
  - c. Potential odors originating in the enclosed storage tank, and truck and rail car unloading areas shall be controlled using cleaning filters or scrubbers. This system shall meet all applicable Federal, State, and County regulations and permit requirements. In order to provide monitoring of air quality in the vicinity of nearby residents, EDS shall conduct an ambient air monitoring program to detect potential air emissions emanating from the Facility using monitoring devices located just inside the site's security fence. Such monitors shall be operational prior to the commencement of Facility operations and shall be sampled on a monthly basis. Potential odors from all other aspects of the EDS Facility operations shall not cause nuisance conditions or otherwise violate any applicable regulations or permit requirements. Dust shall be controlled by the good housekeeping practices of daily sweeping of access driveways and keeping the sites vegetated and / or covered with pavement.
  - d. Spill control plans shall be maintained at the Facility and at the Romulus and Taylor Fire Departments. EDS shall maintain adequate on-site spill control equipment and

trained, competent personnel. All truck and rail car unloading shall be performed within a building designed and operated to meet MDEQ spill control requirements.

e. EDS shall install monitoring wells in all potential drinking water aquifers on its property according to Federal and State requirements.

f. Each member of the Facility's management shall have prior hands-on experience in hazardous waste management and disposal, and operations employees shall include at least one individual with the responsibility for operating the Deepwell(s) and EDS shall request that his (her) credentials be reviewed by the EPA and MDEQ.

12. School Programs: Additionally, if EDS is successful in obtaining PA 451, Part 111 permits for its Facility, it shall:

- contribute \$5,000. annually to the science departments of both of the Romulus and Taylor elementary schools located closest to the Facility.

- fund, annually, a college tuition scholarship for one ECA family member high school graduate.

13. Environmental Education Program - EDS will hold monthly meetings during the construction of the PA 451, Part 111 hazardous wastewater treatment Facility. The purpose of these meetings will be to provide information to the community regarding the status of Facility construction and future operations. EDS will also provide information concerning hazardous waste rules and regulations, waste generation, waste treatment and transportation.

14. Landscaping - EDS has designed and will implement a landscaping plan to provide screening of the Facility and a visually pleasing perimeter.

15. Annual Open House For Residents: EDS will sponsor an annual open house for ECA members. The open house will provide an opportunity for ECA members to obtain a first-hand view of EDS' operations. Any ECA member under 18 years of age must be accompanied by a parent or legal guardian.

16. Restricted Truck Route: No wastewater trucks will travel past any existing Taylor or Romulus Schools or Churches.

17. Security: To discourage accidental entry by nearby residents, warning signs meeting designated standards shall be prominently displayed at each access point to the Facility. Similar signs shall be placed at other locations along the fence line in sufficient numbers to be seen from any approach.

18. Emergency Coordinator: EDS will have available at all times at least one employee responsible for coordinating all necessary emergency response measures and authorized to commit the needed resources.

19. Emergency Training: EDS shall provide training in handling hazardous waste emergencies to the local police and fire departments. Training shall include an annual comprehensive overview of potential hazardous waste emergencies and the appropriate countermeasures, with more frequent updates as deemed necessary.
20. Well Monitoring: EDS shall, in addition to the on site groundwater monitoring system, conduct an annual monitoring program of residential drinking water wells located within a one mile radius of the Facility's wellhead(s) for the purpose of obtaining background water quality over time.
21. Training: EDS will provide in house training for its employees and, if space is available, interested residents can participate in such training.
22. Relocation: EDS shall bear the moving expense and temporary relocation housing expenses in the case of an evacuation confirmed to have been caused by operations at EDS' Facility and sanctioned by the Wayne County Health Department.
23. Property Values - EDS shall pay damages to any ECA member whose legal residentially zoned residence, located within a legal residentially zoned subdivision and a portion of such subdivision is located within 1.5 miles of the Facility's Deepwell wellhead(s), has decreased in value solely due to operation's, exclusive of state and/or federally permitted treatment, storage and deepwell injection of hazardous wastewaters, at the EDS Facility. Such decrease shall be confirmed by a qualified real estate appraiser acceptable to the ECA and to EDS. An appraisal of all such residences shall be performed and accepted by the ECA and EDS prior to activation of this Agreement. If the ECS and EDS cannot agree on the selection of an appraiser or an appraised value, the matter(s) shall be resolved by the American Arbitration Association. Costs of such arbitration shall be borne equally by the parties involved in the arbitration.
24. Legal Assistance - EDS shall compensate ECA for reasonable legal assistance required to complete this agreement.
25. Limitations On Failure To Perform: No party shall be liable for its failure to perform hereunder due to contingencies (other than financial) beyond its reasonable control including, but not limited to, strikes, riots, war, fire, acts of god, and compliance with any law, regulation or odor, whether valid or invalid, of the United States of America or any other governmental body or any instrumentality thereof, whether now existing or hereafter created, so long as the impediment remains in effect. If any party should elect to invoke this section, it shall notify the other parties of that election within five (5) days after occurrence of the force majeure event and shall keep the others advised during the pendency of such force majeure and of the termination thereof. No event of force majeure shall excuse any party from liability for any obligations already performed. EDS shall use reasonable efforts, at its sole expense, to terminate any event of force majeure.

26. Notices:

Any notice, communication or statement required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been sufficiently given when sent, if sent by registered or certified mail, postage prepaid, return receipt requested, to the address of the respective party set forth below, and if sent by other means, when delivered to the respective party at the address set forth below:

If to the ECA:

Mr. Rick Butkowski, President  
 ECA -  
 9710 ~~910~~ Rose *AS am*  
 Taylor, MI 48180

If to EDS:

Austin Marshall, V.P.  
 EDS  
 P.O. Box 74456  
 Romulus, MI 48174

27. Other Terms:

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Should EDS transfer ownership of the Facility, during the term of this agreement, EDS shall provide notice of same to the ECA at least ten (10) days prior to that transfer and shall make the assumption of this Agreement a requirement of said transfer.

This Agreement contains the entire agreement among the parties hereto and may not be modified or altered in any manner except by an instrument in writing executed by ECA and EDS.

Nothing in this Agreement shall be deemed to exempt EDS from compliance with all applicable laws.

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

Any provision of this Agreement which is prohibited or unenforceable under applicable law shall be ineffective to the extent of such prohibition or unenforceability without, however, invalidating or rendering unenforceable the remaining provisions of this Agreement.

This Agreement may be recorded with the Wayne County Register of Deeds by either party to this Agreement.

### 28. Termination of Duties and Obligations:

EDS shall not be bound by any provision of this Agreement, shall have no duties or obligations hereunder or be subject to any term or condition hereunder, and shall not be liable for the breach of any provision of this Agreement, upon occurrence of either (a) or (b) below:

- (a) EDS' applications for either a PA 451, Part 111 construction permit, a PA 451 operating license, or any other legally required authorization has been denied and EDS has notified the ECA in writing that it has abandoned its applications, or:
- (b) EDS has closed the Facility.

When either (a) or (b) above has occurred, the ECA shall not have any further rights against EDS under this Agreement.

Environmental Concerns Association

9.16.96

Date \_\_\_\_\_

By: Rick Butkowski  
Rick Butkowski

Rick Butkowski

By: Susan Cislo  
Susan Cislo

Susan Cislo

Its: President

Its: Vice President

Environmental Disposal Systems, Inc.  
A Michigan Corporation

9.16.96

Date \_\_\_\_\_

By: Austin Marshall  
Austin Marshall

Austin Marshall

Its: Vice President

State Of Michigan )  
 ) ss  
County Of Wayne )

State Of Michigan )

) SS

County Of Wayne )

The foregoing instrument was acknowledged before me this 16th day of 1996  
1996 by Rick Burkowski as President of the Environmental  
Concerns Association. Susan Cislo vice President

Concerns Association. Susan Cislo

President:

of the Environmental

Vice President

Corresponding Secretary

Notary Public

RICHARD EDWIN BROWN  
NOTARY PUBLIC - WAYNE COUNTY, MI  
MY COMMISSION EXPIRES 03/06/00



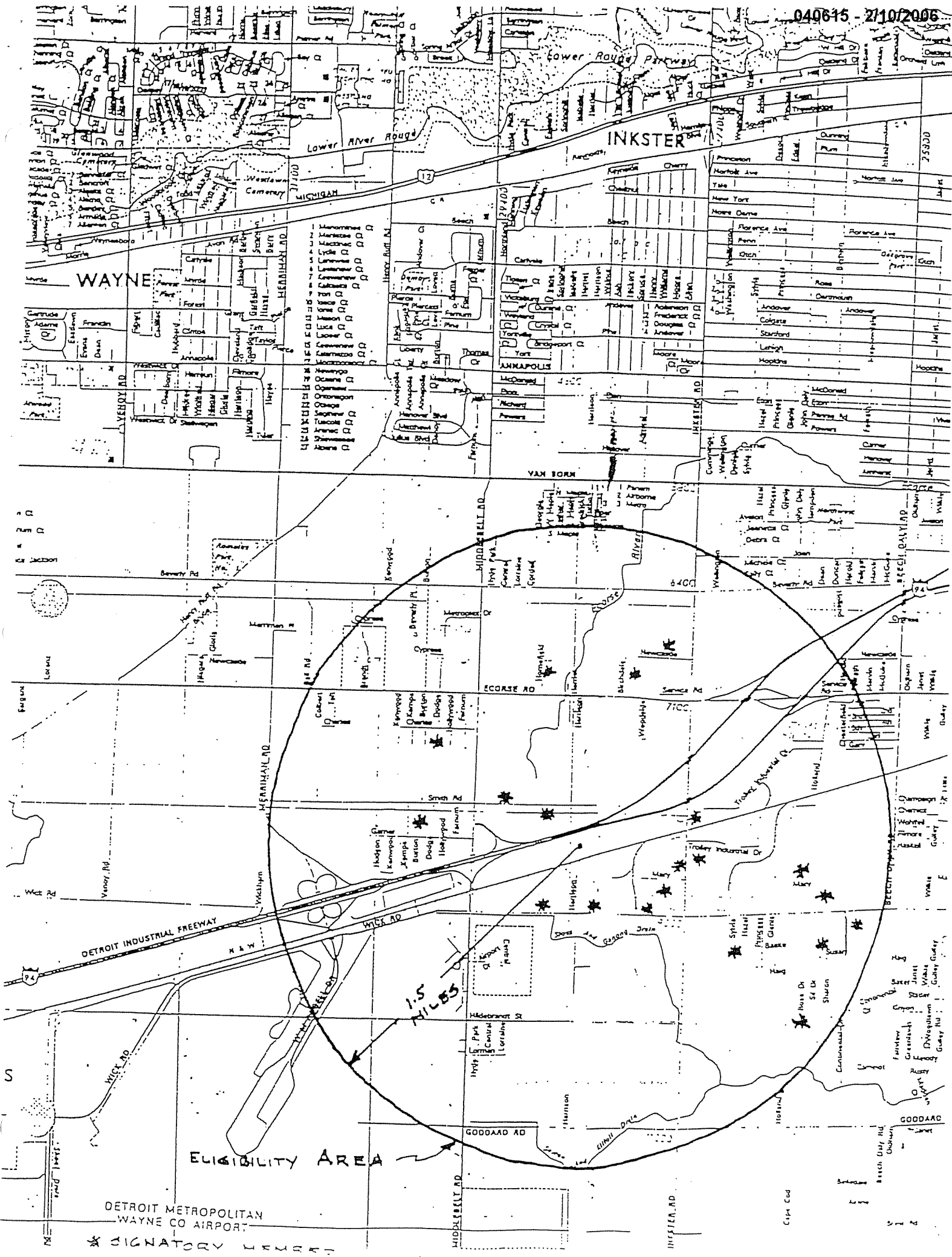
State Of Michigan )  
 ) ss  
County Of Wayne )

The foregoing instrument was acknowledged before me this 16 day of SEP 1996 by Austin Marshall, as the Vice President of Environmental Disposal Systems, Inc., a Michigan Corporation.

W. H. De Bruin

Notary Public

**RICHARD EDWIN BROWN**  
NOTARY PUBLIC - WAYNE COUNTY, MI  
MY COMMISSION EXPIRES 03/06/00



DETROIT METROPOLITAN  
WAYNE CO AIRPORT  
★ SIGNATORY

ELIGIBILITY AREA

1.5  
MILES

Casa Cod

St. R



American  
Arbitration  
Association

# Commercial Mediation Rules

*As Amended and Effective on January 1, 1992*

Amendment No. 1

This amendment is made to the Community Agreement between the Environmental Concerns Association ("ECA") and Environmental Disposal Systems, Inc. ("EDS") dated September 16, 1996.

The ECA and EDS are hereby making the following changes to the Community Agreement.

1. The following sentence shall be added to the end of section 9:

"The above mentioned truck route can be modified by any agreement between the City of Romulus and EDS".

2. Section 12 of the Community Agreement shall be amended to add the following paragraph following the end of section 12:

"The ECA shall establish a committee of a minimum of five non-officer members to determine how scholarship applications are to be made, evaluated and awarded."

3. Section 16 of the Agreement shall be modified to add "unless such a route is requested by the City of Romulus" at the end of the sentence.

Environmental Concerns Association

By: *Rick Butkowski*  
RICK BUTKOWSKI

Date: 3-8-00

Its: PRESIDENT

Environmental Disposal Systems, Inc.

By: *Austin Marshall*  
Austin Marshall

Date: 2-23-00

Its: Vice-President